

EarthFax Engineering Group, LLC

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007/045 Incoming

#4404

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EarthFax

September 19, 2013

Mr. Daron Haddock
Coal Program Manager
Utah Division of Oil, Gas and Mining
1594 West North Temple, Suite 1210
Salt Lake City, UT 84114-5801

Subject: Covol Wellington Dry-Coal Cleaning Facility
Permit No. C/007/0045 Ownership Change
Task ID #4388

Dear Mr. Haddock:

At the request of Bowie Refined Coal, LLC and BRC Wellington, LLC, I am pleased to submit two hard copies of the enclosed redline/strikeout changes to Chapter 1 of the Wellington M&RP. These changes address the comments provided in your August 16, 2013 letter to James Wolff of BRC Wellington. The changes indicated in red were made in July while those in blue represent recent modifications to address your comments.

Also enclosed is a summary of your comments and the responses to those comments, as well as copies of Form C1 and Form C2.

If you have any questions regarding this material, please contact me (801-561-1555). Thank you for your assistance.

Sincerely,

Richard B. White, P.E.
President
EarthFax Engineering, Inc.

Enclosure

cc: Tom Schmaltz (Covol, without enclosures)
James Wolff (BRC Wellington)

File in:

☐ Confidential

☐ Shelf

☒ Expandable

Date Folder 092413 C/0070045

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SEP 24 2013

DIV. OF OIL, GAS & MINING

**RESPONSE TO DOGM COMMENTS
CONCERNING WELLINGTON FACILITY
OWNERSHIP TRANSFER,
DATED AUGUST 16, 2013**

R645-301-112: The Permittee must revise the first paragraph of page 1-2 to identify the relationship of DB RC Investments I, LLC to the applicant. DB RC Investments I, LLC is discussed/identified on page 1-3 and on the bottom of page 1-4, but not identified in the first paragraph of page 1-2 under the *Identification of Interests* section. Additionally, on page 1-2 and 1-6, the Permittee references Figure 1-1. Figure 1-1 in the currently approved MRP provides the organizational structure. Figure 1-1 is not provided with the application. The Permittee must provide the organizational structure of BRC Wellington, LLC, Bowie Refined Coal LLC, DB RC Investments I LLC, DB RC Investments II LLC and the various subsidiaries of Deutsche Bank.

Section 1.1.2 has been modified to provide additional clarification regarding the relationship between the various companies. Figure 1-1 has been replaced with the correct organizational structure diagram.

R645-301-112.230: The Permittee must provide the tax payer identification number for the "applicant and the operator". The tax payer identification number is provided for the applicant (BRCW- FEIN 36-4743889) on page 1-3, but not for the operator (Bowie Refined Coal, LLC).

The Federal taxpayer identification number for Bowie Refined Coal was previously provided in Section 1.1.2.3. This number is 46-0911657.

R645-301-112.220: The Permittee must provide the applicant's resident agent. The cover letter of the application identifies Kyle Edwards as the resident agent; however, this information does not appear to be in the application.

Section 1.1.2.3 has been revised to indicate that Kyle Edwards is the resident agent.

R645-301-112.300: The Permittee must provide the telephone number provided for the applicant on page 1-2. The number provided in the application is (502) 58-6022. Please revise the typo.

The telephone number in Section 1.1.2.2 has been corrected.

R645-301-114.100: The Permittee must provide a description of the documents upon which the applicant bases their legal right to enter and begin coal mining and reclamation operations in the permit area and state whether that right is the subject of pending litigation. The description will identify the documents by type and date of execution, identify the specific lands to which the document pertains and explain the legal rights claimed by the applicant. Upon review of the application, updates/revisions to Appendix 1-3, *Property Warranty Deeds*, have not been provided.

Appendix 1-3 has been updated to provide documents showing that the applicant has a legal right to enter the property and conduct operations thereon.

R645-303-322: The Permittee must advertise the filing of the application in a newspaper of general circulation in the locality of the operation. No later than 4 weeks after the date of publication, the Permittee is required to submit proof of publication to the Division. The proposed notice as submitted should be slightly revised as follows: 1) The request for informal conference should be taken out since this is not a requirement for transfers, and 2) The Price Field Office should be removed since it is not an official location for Division Documents.

Proof of publication of the availability of the permit for review is provided in Appendix 1-5, as referenced in Section 1.1.7.

R645-301-121.100: The Permittee must revise the application on page 1-5 to reflect that Brian Pate is no longer associated with BRC Wellington, LLC and provide an updated contact.

Section 1.1.2.2 has been updated to indicate that Kyle Edwards is the contact.

R64S-301-890: The Permittee must submit a certificate issued by an insurance company, authorized to do business in Utah, certifying that the applicant has a public liability insurance policy in force for the coal mining and reclamation activities for which the permit is sought. Minimum insurance coverage for bodily injury and property damage will be \$300,000 for each occurrence and \$500,000 aggregate.

A valid certificate of insurance is provided in Appendix 8-2.

R645-303-323, -342: The Permittee must obtain and submit to the Division, appropriate performance bond coverage, or other guarantee in an amount sufficient to cover the proposed operations performance or obtain the bond coverage of the original Permittee.

The Permittee will provide the appropriate performance bond coverage upon conditional approval of the required changes.

APPLICATION FOR COAL PERMIT PROCESSING

Permit Change ☐ New Permit ☐ Renewal ☐ Exploration ☐ Bond Release ☐ Transfer ☒

Permittee: BRC Wellington, LLC

Mine: Wellington Dry Coal Cleaning Facility

Permit Number: C/007/0045

Title: Owbership change

Description, Include reason for application and timing required to implement:

Change in the owner of the Wellington dry-coal cleaning facility

Instructions: If you answer yes to any of the first eight (gray) questions, this application may require Public Notice publication.

- ☐ Yes ☒ No 1. Change in the size of the Permit Area? Acres: _____ Disturbed Area: _____ ☐ increase ☐ decrease.
- ☐ Yes ☒ No 2. Is the application submitted as a result of a Division Order? DO# _____
- ☐ Yes ☒ No 3. Does the application include operations outside a previously identified Cumulative Hydrologic Impact Area?
- ☐ Yes ☒ No 4. Does the application include operations in hydrologic basins other than as currently approved?
- ☐ Yes ☒ No 5. Does the application result from cancellation, reduction or increase of insurance or reclamation bond?
- ☐ Yes ☒ No 6. Does the application require or include public notice publication?
- ☒ Yes ☐ No 7. Does the application require or include ownership, control, right-of-entry, or compliance information?
- ☐ Yes ☒ No 8. Is proposed activity within 100 feet of a public road or cemetery or 300 feet of an occupied dwelling?
- ☐ Yes ☒ No 9. Is the application submitted as a result of a Violation? NOV # _____
- ☐ Yes ☒ No 10. Is the application submitted as a result of other laws or regulations or policies?
Explain: _____
- ☐ Yes ☒ No 11. Does the application affect the surface landowner or change the post mining land use?
- ☐ Yes ☒ No 12. Does the application require or include underground design or mine sequence and timing? (Modification of R2P2)
- ☐ Yes ☒ No 13. Does the application require or include collection and reporting of any baseline information?
- ☐ Yes ☒ No 14. Could the application have any effect on wildlife or vegetation outside the current disturbed area?
- ☐ Yes ☒ No 15. Does the application require or include soil removal, storage or placement?
- ☐ Yes ☒ No 16. Does the application require or include vegetation monitoring, removal or revegetation activities?
- ☐ Yes ☒ No 17. Does the application require or include construction, modification, or removal of surface facilities?
- ☐ Yes ☒ No 18. Does the application require or include water monitoring, sediment or drainage control measures?
- ☐ Yes ☒ No 19. Does the application require or include certified designs, maps or calculation?
- ☐ Yes ☒ No 20. Does the application require or include subsidence control or monitoring?
- ☐ Yes ☒ No 21. Have reclamation costs for bonding been provided?
- ☐ Yes ☒ No 22. Does the application involve a perennial stream, a stream buffer zone or discharges to a stream?
- ☐ Yes ☒ No 23. Does the application affect permits issued by other agencies or permits issued to other entities?

Please attach four (4) review copies of the application. If the mine is on or adjacent to Forest Service land please submit five (5) copies, thank you. (These numbers include a copy for the Price Field Office)

I hereby certify that I am a responsible official of the applicant and that the information contained in this application is true and correct to the best of my information and belief in all respects with the laws of Utah in reference to commitments, undertakings, and obligations, herein.

Justin Thompson
Print Name

Justin Thompson, VP Operations 9/24/2013
Sign Name, Position, Date

Subscribed and sworn to before me this 24 day of Sept, 20 13

Carolyn Burton
Notary Public

My commission Expires: 12/06, 2015

Attest: State of Kentucky } ss:
County of Jefferson

For Office Use Only:

Assigned Tracking
Number:

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SEP 24 2013

DIV. OF OIL, GAS & MINING

APPLICATION FOR COAL PERMIT PROCESSING

Detailed Schedule Of Changes to the Mining And Reclamation Plan

Permittee: COVOL Engineerd Fuels, LC

Mine: Wellington Dry-Coal Cleaning Facility

Permit Number: C/007/0045

Title: Ownership change

Provide a detailed listing of all changes to the Mining and Reclamation Plan, which is required as a result of this proposed permit application. Individually list all maps and drawings that are added, replaced, or removed from the plan. Include changes to the table of contents, section of the plan, or other information as needed to specifically locate, identify and revise the existing Mining and Reclamation Plan. Include page, section and drawing number as part of the description.

DESCRIPTION OF MAP, TEXT, OR MATERIAL TO BE CHANGED

[illegible]

Any other specific or special instruction required for insertion of this proposal into the Mining and Reclamation Plan.

Redline/strikout version of Chapter 1 revisions provided in hardcopy format. Red changes were made in July 2013. Blue changes are to address August 16, 2013 DOGM comments.

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DIV. OF OIL, GAS & MINING

CHAPTER 1

LEGAL, FINANCIAL, COMPLIANCE, AND RELATED INFORMATION

1.10 Minimum Requirements

1.1.1 Introduction

This chapter of the ~~COVOL Wellington~~ Dry-Coal Cleaning Facility permit application provides information regarding the ownership and control of the permit area. The compliance status of the operator at other locations is also provided herein. The facility covered by this permit application has been in operation since January 2006.

The ~~COVOL Wellington~~ Dry-Coal Cleaning Facility (MSHA ID 42-02398 issued 2/10/2005) is used for coal cleaning and is not a coal mine. As a result, some sections of Utah's coal mine permitting rules do not strictly apply to this site. Given that fact, the prior applicant (~~Covol Engineered Fuels, LLC~~) and the Utah Division of Oil, Gas and Mining held discussions over a period of several months prior to the submittal of this permit application in order to establish the submittal requirements. Correspondence associated with these discussions is provided in Appendix 1-1.

An environmental compliance assessment was conducted of the ~~COVOL Wellington~~ operations in 2006. A copy of the opinion report resulting from that assessment is provided in Appendix 1-2. That report includes copies of environmental permits, plans, policies, and procedures that were in place at the time of the assessment.

This document has been arranged in the format of the R645-301 regulations. For example, Section 1.10 corresponds to R645-301-110, Section 1.1.1 corresponds to R645-301-111, Section 1.1.2.2 corresponds to R645-301-112.200, etc.

1.1.2 Identification of Interests

~~COVOL Engineered Fuels, LCBRC Wellington LLC~~ (hereafter referred to as “~~COVOLBRCW~~”) is ~~a subsidiary of DB RC Investments III LLC and an affiliate of Bowie Refined Coal LLC and various subsidiaries of Deutsche Bank, as indicated subsidiary of Headwaters Energy Services Corporation, 110653 South River Front Parkway, Suite 300, South Jordan, Utah. Headwaters Energy Services Corporation is a subsidiary of Headwaters Incorporated. The relationship between these three companies is shown in Figure 1-1. COVOLBRCW is the owner of the dry coal cleaning facility located in Carbon County, Utah. Bowie Refined Coal, LLC (“BRC”) is the operator of the facility. Furthermore, BRC is the owner and/or managing member of DB RC Investments I, LLC and DB RC Investments II, LLC. The Deutsche Bank affiliates shown on Figure 1-1 (DB AG Cayman Islands Branch and DBAH Capital) are equity investors only with respect to the BRC companies. The facility is located within Section 14, Township 15 South, Range 10 East, SLBM, approximately 2 miles west of Wellington, Utah. No entity owns 10% or more of the stock of Headwaters Incorporated.~~

1.1.2.1 Business Entity

~~COVOLBRCW and is a limited liability company. Headwaters Energy Services Corporation and Headwaters Incorporated are corporations. BRC is a are both limited liability companies. The affiliated Deutsche Bank subsidiaries are also limited liability companies.~~

1.1.2.2 Applicant and Operator

APPLICANT: ~~COVOL Engineered Fuels, LCBRC Wellington LLC~~
~~110653 South River Front Parkway, Suite 300~~ 100 Dutchmans Lane, Suite 900
~~South Jordan, Utah 84095~~ Louisville, KY 40205
~~(801) 984-9400~~ Facility Phone: (435) 613-1631
~~Headquarters Office Phone: (502) 584-6022~~

~~COVOL Engineered Fuels, LCBRC Wellington LLC~~
~~Dry-Coal Cleaning Facility~~

Permit Application
Revised ~~March~~ July ~~September~~ 2013

Payment of abandoned mine land reclamation fees, if any, will be the responsibility of the ~~President and Manager of COVOL Engineered Fuels~~ Managing Member of BRCW. Inquiries regarding the payment of this fee should be directed to this individual at the mailing address and phone number indicated above. The person currently occupying this position is indicated in Section 1.1.2.3.

OPERATOR: Bowie Refined Coal, LLC
6100 Dutchmans Lane, Suite 900
Louisville, KY 40205
~~Facility Phone:~~ (435) 613-1631
~~Headquarters Office Phone:~~ (502) 584-6022

1.1.2.3 Officers and Directors

The directors and officers ~~of Headwaters Incorporated, DBRC Investments II LLC~~ (FEIN ~~87-054733746-1601691~~), ~~DBRC Investments II LLC~~ (FEIN ~~46-1613542~~), and ~~BRCW~~ (FEIN ~~36-4743889~~) are:

~~Board of Directors (all own <5%):~~

Name	Date position was assumed
Kirk A. Benson	09/06/2000
James A. Hickeroff	09/06/2000
R. Sam Christensen	01/01/2003
William S. Dickenson	01/01/2003
E.J. Jake Garn	01/01/2002
Malyn K. Malquist	01/01/2003
Raymond J. Weller	09/06/2000
Blake O. Fisher, Jr.	11/01/2004

~~Officers (all own <5%):~~

Name	Title	Date position was assumed
Kirk A. Benson	Chairman of the Board and Chief Executive Officer	09/06/2000
Donald P. Newman	Chief Financial Officer	12/8/2010

~~COVOL Engineered Fuels, LCBRC Wellington LLC~~
~~Dry-Coal Cleaning Facility~~

Permit Application
Revised ~~March~~ July ~~September~~ 2013

Harlan M. Hatfield	Vice President and Secretary	09/06/2000
Scott L. Jackson	Treasurer	03/01/2010
Steve Rickmeier (90% owner)	Managing Member	09/20/2012
James F. Wolff (10% owner)	Chief Financial Officer	09/20/2012
Justin F. Thompson	VP of Operations	02/25/2013

~~The director and officers of Headwaters Energy Services Corporation (FEIN 80-0380929)~~
~~are:~~

~~Director (owns <5%): Donald P. Newman (Position assumed 1/10/2011)~~

~~Officers (all own <5%):~~

Name	Title	Date position was assumed
Donald P. Newman	Chief Financial Officer	1/10/2011
William H. Gehrmann	President	04/15/2009
Stephanie Black	Vice President	04/15/2009
Harlan M. Hatfield	Vice President	05/12/2004
John R. Shaal	Vice President of Operations	01/10/2011
Scott Ballard	Vice President of Finance	04/01/2010
Scott L. Jackson	Treasurer	04/01/2010
Curtis J. Brown	Secretary	08/18/2004
Mike Mildenhall	Assistant Secretary	04/01/2010

~~The officers (all own <5%) of COVOL (FEIN 90-0221443) are:~~

Name	Title	Date position was assumed
William H. Gehrmann	President	04/17/2009
Donald P. Newman	Corporate Financial Officer and Manager	01/10/2011
John Shaal	Vice President	04/17/2009
Harlan M. Hatfield	Vice President and Manager	06/01/2006
Scott Ballard	Vice President of Finance	04/01/2010
Scott L. Jackson	Treasurer	04/01/2010
Curtis J. Brown	Secretary	08/09/2004
Mike Mildenhall	Assistant Secretary	04/01/2010

The addresses and phone numbers for the officers and directors of ~~Headwaters Incorporated DBRC Investments I, LLC, DBRC Investments II, LLC, Headwaters Energy Services Corporation, and COVOL BRC~~ are the same as the applicant.

Written correspondence to ~~Headwaters Incorporated or COVOL BRCW or BRC~~ regarding the operations should be addressed to:

~~Thomas C. Schmaltz~~ Brian Pate Kyle Edwards
Resident Agent
~~Corporate Environmental Director~~ BRC Wellington LLC
~~Headwaters Incorporated~~ 6100 Dutchmans Lane
~~1160 Millstone Road~~ Suite 900
~~Bogart, GA 30622~~ Louisville, KY 40205 Wellington, UT 84654
~~(706) 549-7903~~ (502) 584-6022 (435) 613-1631

The directors and officers of BRC (FEIN 46-0911657) are:

<u>Name</u>	<u>Title</u>	<u>Date position was assumed</u>
Steve Rickmeier (90% owner)	Managing Member	09/20/2012
James F. Wolff (10% owner)	Chief Financial Officer	09/20/2012
Justin F. Thompson	VP of Operations	

~~09/20/2012~~ 02/25/2013

Mr. Rickmeier's ownership of BRC is divided between Rickmeier Advisors, Inc. (FEIN 36-4483193, owning 45% of BRC) and Rickmeier Partners LP (FEIN 35-2202674, owning 45% of BRC). Mr. Wolff's ownership of BRC is held by Wolff Consulting LLC, which is registered under his confidential social security number. These individuals hold the same positions and the same ownership percentages in each of the following companies:

Bowie Refined Management LLC
BRC Chinook LLC
BRC Pinnacle LLC
BRC Rockcrusher LLC
BRC Greenfuels LLC
BRC Alabama No. 3 LLC
BRC Alabama No. 4 LLC
BRC Alabama No. 5 LLC
BRC Alabama No. 7 LLC

These individuals also have partial ownership, through BRC, in DB RC Investments II, LLC, which then owns 100% of BRC Minuteman LLC and BRC Wellington LLC. The organizational structure of BRC is outlined in Figure 1-~~21~~.

~~BRC has purchased the assets of COVOL, including the assets of the equivalent above-named COVOL companies. As such, the identifying numbers presented herein for the equivalent COVOL companies now apply to the above-named BRC companies.~~

1.1.2.4 Coal Mining and Reclamation Operation Permit Applications

The following list represents all permits issued to ~~COVOL~~ BRC, along with applicable identification numbers of applications or permits:

<u>Permit</u>	<u>Issuing Authority</u>	<u>Status</u>
UPDES Permit (No. UTR000685)	Utah Dept. Environmental Quality, Division of Water Quality	Approved
Approval Order (DAQE# AN2952001-03)	Utah Dept. Environmental Quality, Division of Air Quality	Approved
Certificate of Insurance and Business Authorization	Utah Industrial Development Commission	Approved
Mining and Reclamation Permit (C0070045)	Utah Department of Natural Resources, Division of Oil, Gas and Mining	Approved

~~The COVOL operations permit number is to be determined by the Utah Division of Oil, Gas, and Mining ("DOGM"), which is the issuing authority for the facility. The permits and operations held by subsidiary and/or affiliated companies of Headwaters Energy Services Corporation~~ BRC are indicated in Table 1-1.

Neither Wellington City nor Carbon County required ~~COVOL~~ the prior owner of the facility to file development plans prior to construction of the facility. Neither of these local governmental bodies placed reclamation obligations on ~~COVOL~~ BRC or required that ~~COVOL~~ BRC file a reclamation bond. Wellington City issued a Conditional Use Permit to

~~COVOL~~ the prior to grant a variance for the height of their loadout silo. A copy of the Conditional Use Permit is provided in Appendix 1-4. ~~Headwaters Incorporated~~ The prior owner provided Wellington City with a letter of assurance that ~~Headwaters~~ they would “lend its financial support and cause ~~Covel~~ [the owner] to manage the coal and residual material located at the facility in accordance with applicable laws.” In this letter, ~~Headwaters~~ the prior owner also indicated that they would “ensure that ~~Covel~~ [the owner] will remove all coal and residual material location on the property (excluding material used for improvements).” A copy of this letter of assurance is provided in Appendix 1-4. BRCW intends to comply with these commitments.

1.1.2.5 Legal or Equitable Owner of the Surface and Mineral Properties to be Mined

~~COVOL Engineered Fuels, LCDB-RC Investments II LLC~~ Bowie Refined Coal, LLC is the legal and equitable owner of the entire 30-acre surface parcel included within the permit area (see Appendix 1-3). BRC’s right to enter the property and conduct operations thereon is not the subject of current litigation. There will be no mining at this facility. Thus, the mineral properties will not be affected by the operation. A property ownership map of the permit and adjacent areas is presented as Figure 5-2. No area within the lands to be affected by the facility is under a real estate contract.

1.1.2.6 Owners of Record of Property Contiguous to Proposed Permit Area

The following owners of surface lands are contiguous to the permit boundary:

High Country Forest Products
8243 Old Federal Road
Montgomery, Alabama 36117

Price City
185 East Main Street
Price, Utah 84501

State of Utah
203 State Capitol Building
Salt Lake City, Utah 84114

Circle K Ranch
P.O. Box 700
Price, Utah 84501

Denver and Rio Grande Western Railroad
1700 Farnham Street
10th Floor South
Omaha, Nebraska 68102

The locations of these lands relative to the permit area are shown on Figure 5-2A.

1.1.2.7 MSHA Numbers

The MSHA number for the operation is: 42-02398

1.1.2.8 Interest in Contiguous Lands

The applicant neither owns nor controls, directly or indirectly, a legal equitable interest in any lands contiguous to the permit area.

1.1.3 Violation Information

Neither ~~the company BRCW~~ nor any major stockholder of ~~the company BRCW~~ having any interest, either legal or equitable, in the ~~COVOL Wellington~~ facility have had a State or Federal mining permit suspended or revoked or a security deposited in lieu of bond revoked. ~~The following~~ No Notices of Non-compliance have been issued within the last 3 years to ~~a permittee other than COVOL BRCW or a related entity but where COVOL Fuels No. 3, LLC a related entity is an operator.~~

~~Notice of Non-compliance #23-1086~~

~~Issuing agency: Kentucky Division of Mine Reclamation and Enforcement~~

~~Permit No. 807-7016~~

~~Permittee: Chas Coal, LLC~~

~~Operator: COVOL Fuels No. 3, LLC~~

~~Date of non-compliance: 6/11/2009~~

~~Description: Permittee has failed to construct and maintain access roads A-A and C according to approved designs.~~

~~Corrective action: A permit revision was obtained to show current culvert design on A-A~~

~~Status: New culverts will be installed on access road C in the spring when the weather permits this type of work.~~

~~Notice of Non-compliance #23-0033~~

~~Issuing agency: Kentucky Division of Mine Reclamation and Enforcement~~

~~Permit No. 807-0298~~

~~Permittee: Chas Coal, LLC~~

~~Operator: COVOL Fuels No. 3, LLC~~

~~Date of non-compliance: 7/13/2009~~

~~Description: Permittee has failed to reclaim areas in accordance with the approved time frames and failed to revegetate backfill areas.~~

~~Corrective action: Reclamation and revegetation is scheduled for spring 2011 when the weather will allow access to the permitted area.~~

~~Status: Reclamation scheduled for spring 2011.~~

~~Notice of Non-compliance #23-0040~~

~~Issuing agency: Kentucky Division of Mine Reclamation and Enforcement~~

~~Permit No. 807-0324~~

~~Permittee: Chas Coal, LLC~~

~~Operator: COVOL Fuels No. 3, LLC~~

~~Date of non-compliance: 9/4/2009~~

~~Description: Permittee failed to submit annual certification of maintenance on impoundments #286, 288, 291, 292, and 287. Trees must be removed from emergency spillway on these ponds and remove debris blocking the principal spillway on ponds 291 and 288.~~

~~Corrective action: Trees and debris will be removed in spring 2011 when the weather will allow access to the permitted area. Once trees and debris are removed, the certification will be completed and submitted.~~

~~Status: Work is scheduled for spring 2011.~~

1.1.4 Right-of-Entry Information

The facility is located on lands that are entirely owned by the parent company of the operator (see Appendix 1-3). Hence, no other right of entry is required.

1.1.5 Status of Unsuitability Claims

Since there is no mining at this facility, the issue of unsuitability claims is not applicable.

1.1.6 Permit Term

The following information is presented to identify permit term requirements and stipulations. ~~The Applicant began operating~~ Operations at the facility began in January 2006 using an air-jig method to process coal-bearing materials. Termination of operations will be determined by economic conditions. The timing of this termination is, therefore, unknown. It is anticipated that the Applicant will operate at the site for a period in excess of 5 years.

The anticipated total acreage to be affected during operations is 30 acres. The permit and adjacent areas have been zoned by Wellington City for “light industrial purposes” (Zone M-1). Permitted uses under this zoning include a variety of industrial and manufacturing operations, as indicated in Appendix 1-4. Since the land occupied by the facility has been zoned for general industrial use and will be used for that purpose following the cessation of ~~COVOLBRCW~~’s operations, complete site reclamation will not be required (See chapters 4 and 5).

1.1.7 Insurance and Proof of Publication

A ~~C~~certificates of Insurance issued to ~~COVOLBRCW~~ are ~~is~~ provided in Appendix 8-~~12~~. A copy of the newspaper advertisement is provided in Appendix 1-5 indicating that the application has been ~~determined by~~ submitted to DOGM ~~to be administratively complete~~ and is available for public comment.

1.1.8 Filing Fee

The permit filing fee was paid upon submittal of the application.

1.20 Permit Application Format and Contents

The permit application contains clear, concise, current information, in the format of the DOGM regulations.

1.30 Reporting of Technical Data

All technical data submitted in the permit application is accompanied by the names of persons or organizations that collected and analyzed the data. The technical data also contains the dates of collection and analysis of the data, and descriptions of the method used to collect and analyze data, as indicated in subsequent sections of this application. Professionals qualified in the subject, planned or directed the technical analyses. These professionals included the following:

- Richard B. White, P.E. – President/Civil and Environmental Engineer, EarthFax Engineering, Inc. (engineering, hydrology, bonding, alluvial valley floors)
- Ari Menitove – Geological Engineer, EarthFax Engineering, Inc. (geology, soils)
- Chris Jensen – Consultant, Canyon Environmental, LLC (cultural resources, biology)
- ~~Gina Rau – Director, Regulatory Compliance, Headwaters Incorporated (legal, financial, compliance, land use, air quality)~~

1.40 Maps and Plans

The maps submitted in this permit application correspond to the format required by the regulations. The entire permit area was developed prior to the initial submittal of this permit application on January 15, 2008.

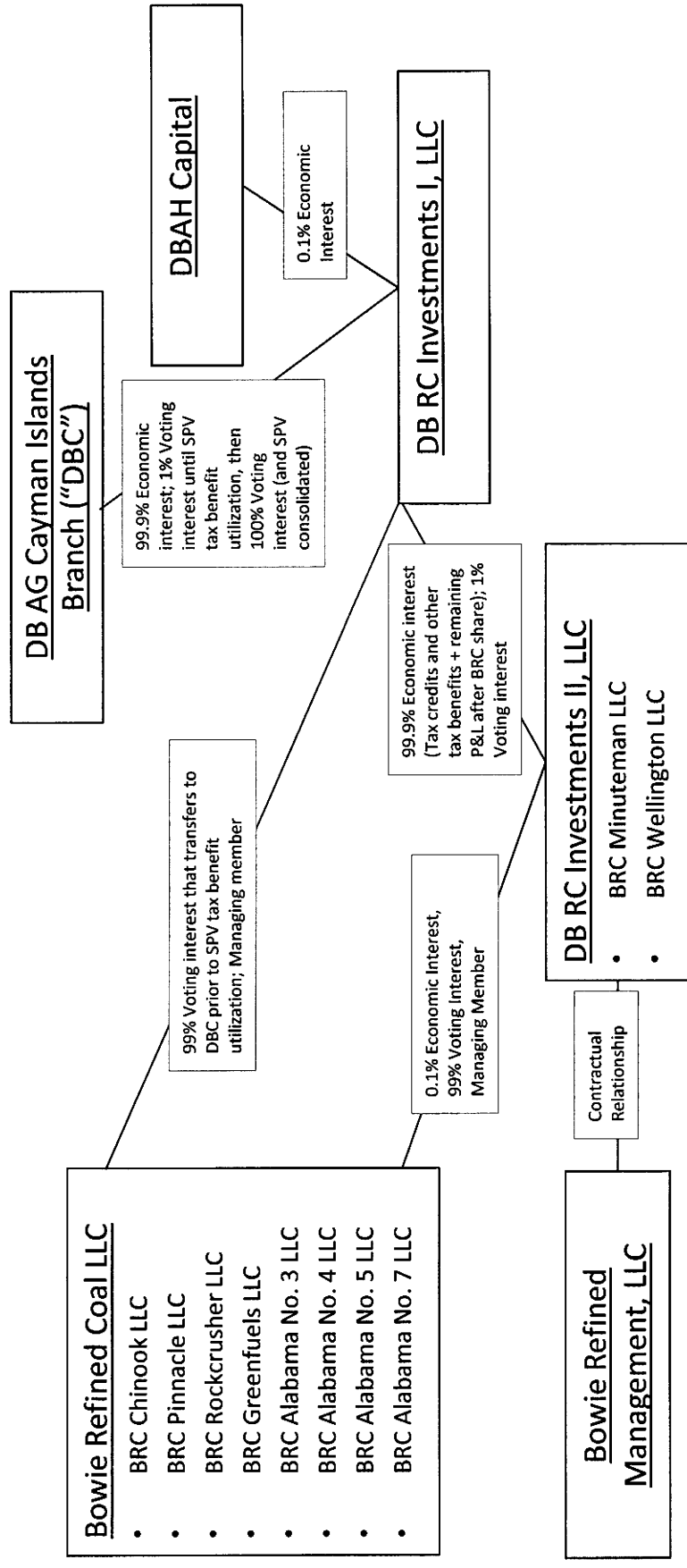
1.50 Completeness

The Applicant believes the information in this application to be complete and correct.

TABLE 1-1
 Related-Entity Permits [rbw1]

Entity and State	Permit	Issuing Authority	Status
COVOL Engineered Fuels, LCBRC Alabama No. 7, LLC (Alabama) FEIN 90-022144332-0392802	Operator on Mine Permits P3247 (MSHA ID 01-03364 issued 5/24/2007), P3256 (MSHA ID 01-03365 issued 5/24/2007), P3257 (MSHA ID 01-03278 issued 5/1/2006), and P3260 (MSHA ID 01-03362 issued 4/20/2007)	Alabama Surface Mining Commission	Issued
COVOL Fuels No. 2, LCBRC Chinook, LLC (Indiana) FEIN 37-15544501703437	Permittee on Mine Permit P-00004 (MSHA ID 12-02397 issued 3/23/2007)	Indiana Dept of Natural Resources	Issued
COVOL Fuels No. 2, LCBRC Chinook, LLC (Indiana) FEIN 37-15544501703437	NPDES Permit No. ING040176 (MSHA ID 12-02397 issued 3/23/2007)	Indiana Dept of Environmental Management	Issued
COVOL Fuels No. 2, LCBRC Chinook, LLC (Indiana) FEIN 37-15544501703437	SSOA 167-27370-00055 [Air Permit] (MSHA ID 12-02397 issued 3/23/2007)	Indiana Dept of Environmental Management	Issued
COVOL Fuels No. 2, LLC Minuteman (Kentucky) FEIN 37-155445036-4743728	Permittee on Mine Permit 889-8005 (MSHA ID 15-19205 issued 3/21/2008)	Kentucky Division of Mine Permits	Issued
COVOL Fuels No. 2, LLC Minuteman (Kentucky) FEIN 37-155445036-4743728	KPDES Permit No. 0107158 (MSHA ID 15-19205 issued 3/21/2008)	Kentucky Division of Water	Issued
COVOL Fuels No. 2, LLC Minuteman (Kentucky) FEIN 37-155445036-4743728	Air Permits S-07-145 (MSHA ID 15-19205 issued 3/21/2008) and S-08-039 (MSHA ID 15-19071 issued 12/6/2007)	Kentucky Division of Air Quality	Issued
COVOL Fuels No. 2, LLC Minuteman (Kentucky) FEIN 37-155445036-4743728	UIC Permit KYV0047 (MSHA ID 15-19205 issued 3/21/2008)	USEPA Region 4	Issued
COVOL Fuels No. 2, LLC Minuteman (Kentucky) FEIN 37-155445036-4743728	UIC Permit KYV0053 (MSHA ID 15-19205 issued 3/21/2008)	USEPA Region 4	Issued
COVOL Fuels No. 3, LLC (Kentucky) FEIN 37-1554451	Operator on Mine Permits 807-7016, 807-0298, 807-0324 (MSHA ID 15-12682 issued 12/7/2007)	Kentucky Division of Mine Permits	Issued
COVOL Fuels No. 3, LLC (Kentucky) FEIN 37-1554451	Permittee on Mine Permits 807-8062, 807-8063, 807-0386, 807-0389, 807-0390, 807-0391, 807-0392, 807-5228, 807-5229, 807-5230, 807-9004 (MSHA ID 15-12682 issued 12/7/2007)	Kentucky Division of Mine Permits	Issued
COVOL Fuels No. 4, LCBRC Pinnacle, LLC (West Virginia) FEIN 37-155445261-1696678	Operator on Mine Permit No. 0402292 (MSHA ID 46-09146 issued 2/18/2008)	WV Dept of Env. Protection	Issued
COVOL Fuels No. 4, LCBRC Pinnacle, LLC (West Virginia) FEIN 37-155445261-1696678	Air Permit G10-C104 (MSHA ID 09146 issued 2/18/2008)	WV Department of Environmental Protection	Issued
COVOL Fuels BRC Alabama No. 5, LLC (Alabama) FEIN 37-155445361-1696887	Operator on Mine Permit P3199 (MSHA ID 01-00563 issued 7/1/2008)	Alabama Surface Mining Commission	Issued

Figure 1-1. Organizational Structure of Companies Associated with Bowie Refined Coal LLC



~~COVOL Engineered Fuels, LCBRC Wellington LLC~~
Dry-Coal Cleaning Facility

Permit Application
Revised ~~March~~ July September 2013

APPENDIX 1-3

Property Warranty Deeds

Mail Tax Notice To:
Bowie Refined Coal, LLC
6100 Dutchmans Lane, 9th Floor, Suite 900
Louisville, Kentucky 40205

Notary Public
SUSAN EYRE
Commission #601971
My Commission Expires
October 08, 2014
State of Utah

EXHIBIT A

Parcel 1:

A) Beginning at the Northwest Corner of the Southwest Quarter of the Northeast Quarter of Section 14, Township 15 South, Range 10 East, of the SLB&M; and running thence South 00°26' 51" East 469.62 feet along the Quarter Section Line; thence North 89°30' 07" East 1020.02 feet; thence North 00°26' 51" West 397.84 feet to the Southerly Right of Way Line of an existing County Road known as Ridge Road; thence along said line the following two (2) calls, South 89°23'40" West 293.93 feet; thence 464.66 feet along the arc of a 1456.39 foot radius curve to the right and concave to the South, (chord bears North 81°30' 15" West 462.69 feet) to a point on the 40 acre line; thence along said line South 89°30' 07" West 269.03 feet to the point of beginning.

Excepting therefrom all oil, gas and minerals previously conveyed or reserved.

B) Also, Beginning at the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 14 Township 15 South Range 10 East, SLB&M and running thence North 00°26'51" West 119.35 feet along the Quarter section line to the Southerly right of way line of Ridge Road thence Southeasterly along the arc of a 1456.39 foot radius curve concave Southwesterly 294.72 feet; thence Bears South 66°34'01" East 294.22 feet thence South 89°30'07" West 269.03 feet to the point of beginning.

Excepting therefrom all coal and other minerals previously conveyed or reserved.

Tax Parcel No. 1B-293-2

Parcel 2:

Beginning at a point which lies South 00°26'51" East along the Quarter Section Line 469.62 feet from the Northwest Corner of the Southwest Quarter of the Northeast Quarter of Section 14, Township 15 South, Range 10 East, of the SLB&M; and running thence South 00°26'51" East 852.51 feet to the North Line of the Southeast Quarter of Section 14; thence along said Line North 89°40'58" East 1020.02 feet; thence North 00°26' 51" West 855.73 feet; thence South 89°30' 07" West 1020.02 feet to the point of beginning.

Subject to a 100 foot wide Railroad Easement being 50 feet on each side of the following described centerline:

Beginning at a point which lies North 00°26'51" West along the Quarter Section Line 117.37 feet from the Southeast corner of the Northeast Quarter of Section 14, Township 15 South, Range 10 East, of the SLB&M; thence 167.36 feet along the arc of a 200.00 foot radius curve, concave to the Southwest, (chord bears South 66°05'14" East 164.16 feet) to a point 50.00 feet from the North line of the Southeast Quarter of Section 14; thence North 89°40'58" East 870.48 feet to the point of terminus.

Excepting therefrom all oil, gas and minerals previously conveyed or reserved.

Tax Parcel No. 1B-293-3

Subject to all existing easements and rights-of-ways of record, and all prior interests or conveyances of oil, gas and mineral rights however evidenced.

**LEASE AGREEMENT
(Wellington Facility)**

THIS LEASE AGREEMENT ("Lease") is entered into and effective as of January 16, 2013 (the "Effective Date"), by and between (i) **BOWIE REFINED COAL, LLC**, a Delaware limited liability company ("Landlord"), and (ii) **BRC WELLINGTON, LLC**, a Delaware limited liability company ("Tenant"; Tenant and Landlord each being a "Party" and together "Parties").

RECITALS

WHEREAS, Landlord is the owner of certain real property, situated in the County of Carbon, State of Utah, more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Leased Premises"), but excepting the refined coal production facility located on the Leased Premises to the extent it constitutes real property ("Facility"). Tenant owns and shall continue to own the Facility, subject to the provisions of this Lease.

WHEREAS, Tenant desires to lease the Leased Premises from Landlord, and Landlord desires to lease the Leased Premises to Tenant, all upon the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS. The following terms used in this Lease shall have the following meanings:

(a) "**Affiliate**" shall mean any Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. For purposes of this definition, "control" means the power, direct or indirect, to direct or cause the direction of the management and policies of the relevant Person, whether by ownership of securities, contract, law or otherwise.

(b) "**Designated Uses**" shall mean the operation of the Facility by Tenant or an operator designated by Tenant to produce Refined Coal.

(c) "**Effective Date**" shall have the meaning given in the first paragraph hereto.

(d) "**Encumbrance**" shall mean any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

(e) "**Facility**" shall have the meaning given in the Recitals hereto.

(f) "**Governmental Authority**" shall mean any court, board, agency, licensing agency, commission, office or authority or any governmental unit (federal, state, county, district, municipal, city or otherwise), whether now or hereafter in existence.

(g) **"Hazardous Material"** shall mean any hazardous or toxic substance, material or waste which is or becomes regulated by any federal, state or local Governmental Authority, including without limitation, any material or substance which is (i) petroleum, (ii) asbestos, (iii) designated as a "hazardous substance" pursuant to § 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317), (iv) defined as a "hazardous waste" pursuant to § 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903), (v) defined as a "hazardous substance" pursuant to § 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601), or (vi) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. § 6991 et seq. (42 U.S.C. § 6991).

(h) **"Improvements"** shall mean the Facility and all improvements, machinery, equipment, fixtures, facilities, structures and personal property of every kind and description that may be erected or placed on the Leased Premises by or on behalf of Tenant during the Term that are currently or shall in the future be owned, leased or otherwise controlled by Tenant.

(i) **"Indemnified Party"** shall have the meaning given in Section 17.1 hereto.

(j) **"Indemnifying Party"** shall have the meaning given in Section 17.1 hereto.

(k) **"Landlord"** shall have the meaning given in the Preamble hereto.

(l) **"Leased Premises"** shall have the meaning given in the Recitals hereto.

(m) **"Legal Requirement"** shall mean any federal, state, local, municipal, foreign, international, multinational, or other Order, constitution, law, ordinance, principle of common law, regulation, statute or treaty.

(n) **"LLC Agreement"** shall mean the Limited Liability Company Agreement of DB RC Investments II, LLC, of even date herewith.

(o) **"O&M Agreement"** shall mean the Operation and Maintenance Agreement, dated as of the date hereof, by and between DB RC Investments II, LLC, Tenant, BRC Minuteman, LLC, BRC Rock Crusher, LLC, BRC Alabama No. 5, LLC, BRC Greenfuels, LLC, BRC Alabama No. 4, LLC, BRC Alabama No. 7, LLC, BRC Chinook, LLC, BRC Alabama No. 3, LLC and BRC Pinnacle, LLC, and Bowie Refined Coal, LLC.

(p) **"Operator"** shall have the meaning set forth in the O&M Agreement.

(q) **"Order"** shall mean any award, decision, injunction, judgment, writ, decree, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Authority or by any arbitrator.

(r) **"Parties"** shall have the meaning given in the Preamble hereto.

(s) **"Permitted Encumbrance"** shall mean:

(1) minor defects and irregularities in title with respect to the Leased Premises that do not interfere with the present use of the Leased Premises or the operation of the Facility;

(2) all Encumbrances of record against the Leased Premises, wherever found in the chain of title, that do not interfere with the present use of the Leased Premises or the maintenance and operation of the Facility;

(3) any conditions with respect to the Leased Premises that may be shown by a current survey that do not interfere with the present use of the Leased Premises or the operation of the Facility;

(4) zoning, building and other similar restrictions imposed by law, Encumbrances by operation of law or statute, including, without limitation tax liens, landlord's liens and mechanic's or materialman's liens, for amounts that are not yet due and payable or are being contested in good faith through appropriate proceedings; and

(5) any Encumbrances set forth on the title commitment attached hereto as Exhibit A.

(t) "**Person**" shall mean any individual, sole proprietorship, corporation, general partnership, limited partnership, limited liability company, joint venture, association, joint stock company, bank, trust, estate, unincorporated organization, Governmental Authority, endowment fund or other form of entity.

(u) "**Refined Coal**" shall mean "refined coal" within the meaning of Section 45(c)(7) of the Internal Revenue Code of 1986, as amended ("Code"), as in effect prior to amendment by the Energy Improvement and Extension Act of 2008 (P.L. 110-343).

(v) "**Rent**" shall have the meaning given in Section 4 hereto.

(w) "**Restoration Obligations**" shall have the meaning given in Section 15.2(a) hereto.

(x) "**Rules**" shall have the meaning given in Section 19.1 hereto.

(y) "**Tenant**" shall have the meaning given in the Preamble hereto.

(z) "**Term**" shall have the meaning given in Section 3 hereto.

2. **DEMISE.** For and in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed by the Parties, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Leased Premises, together with all rights, privileges, easements, and appurtenances belonging to or in any way pertaining to the Leased Premises.

3. **TERM OF LEASE.** The term of this Lease shall be ten (10) years from the Effective Date ("Term").

4. **RENT.** During the Term, Tenant shall pay to Landlord annual rent ("Rent"), in advance, in the amount of One Thousand Dollars (\$1,000.00). The first rental payment will be due on the date that is 90 days after the Effective Date. Subsequent rental payments are due on the first calendar day of each year thereafter.

5. **TAXES.**

5.1 Landlord's Obligations. Landlord shall be liable for and pay before they become delinquent or any penalty accrues thereon, all real property taxes levied and assessed against the Leased Premises, any improvements owned by Landlord and any real property that is part of the same tax parcel as the Leased Premises, including any taxes resulting from a reclassification of the Leased Premises because of installation of the Facility; provided, however Tenant shall reimburse Landlord for the increase in the real property taxes resulting from installation of the Facility or any reclassification of the Leased Premises (or part thereof) because of installation of the Facility within thirty (30) days of submission of proof of payment by Landlord. Landlord and Tenant agree to work together to minimize the tax effects of any increase in taxes and reclassification of the Leased Premises and any resulting taxes, penalties or interest. It is a condition to Landlord's right to reimbursement hereunder that Landlord submit the property tax appraisal and property tax bill (or copy thereof) to Tenant within thirty (30) days after Landlord receives each of the same from the taxing authority. Landlord shall pay before delinquency all real property taxes and shall promptly send to Tenant evidence of payment of the same. If Landlord fails to pay such real property taxes when due, Tenant shall have the right, but not the obligation, to pay any delinquent taxes and charges on Landlord's behalf and charge or offset said payments against the Rent next payable by Tenant. In the event that a charge or offset of said payments is unavailable, failure of Landlord to reimburse Tenant for payments for delinquent taxes shall constitute an event of default under this Lease. Tenant may contest the legal validity or amount of any tax assessment, classification of the property, or amount of such real property taxes for which it is responsible under this Lease and may institute such proceedings as it considers necessary, provided that Tenant shall bear all expenses in pursuing such contest or proceeding. Landlord agrees to render to Tenant all reasonable assistance in contesting the validity or amount of any such real property taxes, including joining in the signing of any reasonable applications requests for exemption, protests, or pleading which Tenant may deem advisable to file; provided, however, that Tenant shall reimburse Landlord for its reasonable out-of-pocket expenses, including reasonable attorney's fees incurred in connection with providing such assistance within thirty (30) days of submission of proof of payment by Landlord. If requested by Tenant, Landlord will pay any real property taxes under protest in order to preserve the right to petition for refund. If the taxing authorities will agree to provide a separate assessment and tax statement for the portion of the real property taxes levied against or allocated to the Facility, Tenant agrees to pay such real property taxes directly to the taxing authorities, and Landlord agrees to pay the remainder of the real property taxes levied against or allocable to the land, any improvements owned by Landlord and any real property that is a part of the same tax parcel as the Leased Premises. Landlord and Tenant each agree to indemnify and hold each other harmless from any liability, cost or expenses if either Party should fail to pay its portion of such real property taxes.

5.2 Tenant's Obligations. Tenant shall be liable for the personal property taxes, or any taxes assessed or levied upon production of Refined Coal, if any, levied against or allocable

to the Facility and shall file any required statements with respect thereto. Landlord agrees to render to Tenant all reasonable assistance in contesting the validity or amount of any such personal property taxes, including joining in the signing of any reasonable applications, requests for exemption, protests or pleading which Tenant may deem advisable to file; provided, however, that Tenant shall reimburse Landlord for its reasonable out-of-pocket expenses, including reasonable attorney's fees incurred in connection with providing assistance within thirty (30) days of submission of proof of payment by Landlord.

6. UTILITIES.

6.1 Charges. Tenant shall pay any and all utility charges which may be levied, assessed or imposed upon or against the Leased Premises and the Facility, including, but not limited to, all charges for water, sewer, heating, electricity, air conditioning, telephone, and trash removal services.

6.2 Process Water. At Landlord's sole cost, Landlord shall furnish to Tenant at the Facility (i) tie-ins or access to potable water; (ii) water from Landlord's sanitary water supply, for sanitary purposes; and (c) water from Landlord's fire protection water supply, up to a mutually agreed upon rate of gallons per minute, for purposes of fire protection and facility wash-downs. Such water shall be delivered by Landlord to Tenant through Landlord's water pipe systems to mutually acceptable intake points for the internal water systems of the Facility, and Landlord shall provide Tenant with access or tie-ins to Landlord's water pipe systems at such mutually acceptable intake points. Landlord represents and warrants that its water pipe systems are suitable in their present condition for Tenant's intended purposes.

6.3 Wastewater.

(a) At Landlord's sole cost, Landlord shall use commercially reasonable efforts to treat and dispose of sanitary wastewater produced by the Facility. Landlord represents and warrants that its facilities for the treatment and disposal of such sanitary wastewater are suitable in their present condition for Tenant's intended purposes.

(b) Tenant shall collect all wastewater produced by the Facility from facility wash-downs and floor drains and may dispose of such wastewater by discharging the same into Landlord's process wastewater system at a point mutually agreed to by the Parties. If Tenant so elects, Tenant may put such wastewater in closed containers and transport such containers to off-site disposal facilities.

7. USE OF LEASED PREMISES.

7.1 Use. The Leased Premises may be used and occupied by Tenant throughout the Term (until and including the last day of the Term) for the Designated Uses and for any other purpose reasonably related and legally permitted ancillary to the Designated Uses. Landlord covenants that it shall not take or suffer any act or omission or fail to remedy any event or circumstance, whether caused by Landlord or any third party, which could otherwise threaten or harm, or disrupt or impair, Tenant's rights and interests under this Lease, including Tenant's grant and uninterrupted use, possession and enjoyment of the Leased Premises.

7.2 Compliance with Laws. Tenant shall not use the Leased Premises for any unlawful purpose or act, nor shall it commit or permit waste to the Leased Premises, and Tenant shall comply with and obey all Legal Requirements related to the ownership and operation of the Leased Premises.

7.3 Permits. Tenant shall obtain and keep in force throughout the Term all licenses, consents and permits required from time to time by any Legal Requirement to permit the Leased Premises and the Facility to be used for the Designated Uses. Landlord agrees to cooperate fully with Tenant to obtain such permits and, in connection therewith, agrees to execute such applications or forms as may be required by any Governmental Authority having jurisdiction over the Leased Premises. Upon request by Landlord, Tenant shall furnish to Landlord true, correct and complete copies of all licenses, consents and permits relating to Tenant's use and occupancy of the Leased Premises and operations of the Facility and Improvements thereon. Within ten (10) days after the same are issued by the applicable Governmental Authorities, Tenant shall provide Landlord with true and correct copies of any additional permits that Tenant hereafter obtains applicable to the Leased Premises and any amendments to or renewals of any such existing or future permits.

7.4 Alterations. Tenant, in its sole discretion, shall have the right from time to time to make, or cause to be made, at its sole cost and expense, repairs, improvements, additions, alternations and changes, in or to, or to demolish or remove, the Facility and the Improvements, in each case to the extent it deems necessary or desirable to carry on any activity or use permitted by this Lease.

8. QUIET ENJOYMENT. Subject to the terms and conditions of this Lease, Landlord covenants and agrees that Tenant shall have the exclusive, peaceful and quiet use, enjoyment and possession of the Leased Premises during the Term, without interference or molestation by anyone claiming by, through or under Landlord, and that there shall be no Encumbrances on the Leased Premises other than Permitted Encumbrances. Landlord hereby represents and covenants that Tenant's use of the Leased Premises as contemplated by this Lease does not and will not, to the knowledge of the Landlord, violate or infringe upon the rights of any other parties, and the rights of any other parties to use portions of the Leased Premises do not and shall not unreasonably interfere with the rights of Tenant to use the Leased Premises as contemplated by this Lease.

9. TERMINATION; SURRENDER

9.1 Termination. This Lease may be terminated prior to the Term as follows:

(a) Landlord may terminate this Lease by giving ten (10) days' prior written notice to Tenant (i) if there is filed any petition in bankruptcy or Tenant is adjudicated a bankrupt or insolvent, or there is appointed a receiver or trustee to take possession of Tenant or of all or substantially all of the assets of Tenant, or there is a general assignment by Tenant for the benefit of creditors, or any action is taken by or against Tenant under any state or federal insolvency or bankruptcy act, or any similar law now or hereafter in effect; or (ii) upon the failure of Tenant to pay any amount due to Landlord under this Lease, unless such default is cured within such

period. In the case of such a termination, the termination shall be effective on the date specified in such notice.

(b) Either Party may terminate this Lease by giving thirty (30) days' prior written notice to the other Party upon any material default in the performance of the other Party's obligations under this Lease (other than those described in the foregoing Section 9.1(a)), unless such default is cured within such period. Within such period, a Party shall have the right, but not the obligation, upon ten (10) days' prior written notice to the other Party, to cure any default by the other Party hereunder and the other Party shall reimburse the Party, as applicable, for all reasonable costs and expenses incurred in prosecuting such cure, including but not limited to reasonable attorneys' or other consultants' fees and expenses. In the case of such a termination, the termination shall be effective on the date specified in such notice.

(c) Either Party may terminate this Lease upon the termination of the LLC Agreement with respect to Tenant and the Facility.

9.2 Effect of Termination. Any termination of this Lease pursuant to this Section 9 shall not relieve either Party from any liability for a breach of this Lease arising prior to such termination.

9.3 Surrender. Upon the expiration or termination of this Lease:

(a) Tenant shall peacefully surrender the Leased Premises to Landlord;

(b) Landlord shall have the option to purchase the Facility and/or Tenant pursuant to the LLC Agreement ("Purchase Option"), and

(c) Any personal property of the Tenant left about the Leased Premises for more than one hundred eighty (180) days following the expiration or termination of this Lease shall be deemed abandoned by Tenant and may, at the option of Landlord, be immediately removed from the Leased Premises and stored by Landlord or may otherwise be disposed of by Landlord in any way that it deems proper.

10. INSURANCE. The Parties shall maintain the insurance policies described on Exhibit B attached hereto during the Term. No other insurance is required from Tenant under this Lease.

11. CONDEMNATION.

(a) If the whole or any substantial part of the Leased Premises should be taken for any public or quasi-public use under any applicable Legal Requirement, or by right of eminent domain, such that Tenant cannot use the Leased Premises for its Designated Uses (as determined by Tenant in its reasonable discretion), then at the option of Tenant, this Lease shall terminate, and the Rent and other sums due hereunder shall be abated during the unexpired portion of this Lease, effective when the physical taking of the Leased Premises or such other property shall occur.

(b) To the extent Section 11(a) above is not applicable upon any taking for any public or quasi-public use under any Legal Requirement, or by right of eminent domain, this

Lease shall not terminate, but the Rent and other sums due hereunder during the unexpired Term shall be reduced to such extent as may be fair and equitable under all of the circumstances.

(c) In the event of any taking, Landlord and Tenant shall each be entitled to receive and retain such separate awards and portion of lump sum awards as may be allocated to their respective interests by the court in any condemnation proceedings.

12. LANDLORD'S REPRESENTATIONS AND WARRANTIES. Landlord represents and warrants (and where applicable, covenants) to Tenant as follows:

(a) Landlord is not a party to any lawsuits or similar proceedings that could have an adverse effect on this Lease or Landlord's ability to perform its obligations hereunder.

(b) Landlord has good and marketable fee simple title to the Leased Premises free and clear of all Encumbrances of any nature whatsoever except the Permitted Encumbrances, and has all necessary right, power, capacity and authority to grant the Tenant's interests and to lease and demise the Leased Premises to Tenant, and pursuant to the terms of this Lease does grant, lease and demise same unto Tenant, without the consent, approval or other action by any third party and without harming the rights or interests of any third party or violating any order, decree or other instrument or permit by which Landlord is bound. This representation and warranty shall be and remain true continuously on and from the date hereof until the earlier of termination of this Lease by Tenant or expiration of the Term in accordance herewith.

(c) To the best of Landlord's knowledge, Landlord has not received any notices from any Governmental Authority that would prevent or materially affect the transactions contemplated by this Lease.

(d) There are no parties in possession of any portion of the Leased Premises, other than Landlord and Tenant.

(e) There is no action, suit or proceeding, including condemnation, pending or, to the knowledge of Landlord, threatened against or affecting Landlord, insofar as the Leased Premises or any portion of the Leased Premises is concerned, or relating to or arising out of the ownership or use of the Leased Premises, in any court or before or by any Governmental Authority, nor does Landlord know or have reasonable grounds to know of any basis for any such proceeding.

(f) That Landlord has not engaged in any activity which has caused the Leased Premises or any portion thereof to be contaminated by any Hazardous Materials nor does Landlord have any knowledge that the Leased Premises is contaminated by Hazardous Materials.

13. TENANT COVENANTS. Tenant covenants as follows:

(a) Tenant shall make reasonable efforts not to disturb Landlord's activities on the Leased Premises (provided that Landlord's activities are not inconsistent with Tenant's rights under this Lease).

(b) Tenant shall comply with all applicable safety requirements of applicable authorities.

(c) Tenant shall comply with all Legal Requirements applicable to any Hazardous Material to be brought upon, kept, used or disposed in or about the Leased Premises by Tenant, its agents, employees, contractors or invitees, and Tenant's use, storage, sale and disposal of such Hazardous Materials shall be strictly in accordance with all Legal Requirements relating thereto.

(d) Tenant shall not use, store, sell or dispose of any Hazardous Material on the Leased Premises which is not permitted under any Legal Requirements.

(e) If Tenant places, disposes or releases any Hazardous Materials in or onto the Leased Premises and such placement, disposal or release results in the contamination of the Leased Premises, then Tenant shall remediate such Hazardous Materials to the extent ordered to do so by a Governmental Authority having jurisdiction, and Tenant further agrees that it will indemnify, defend and hold harmless Landlord from and against any and all liability based on losses, damages, or claims of whatever nature that result from the contamination of the Leased Premises by Hazardous Materials, provided that such contamination is not due in any way to negligent or willful acts or omissions on the part of Landlord.

(f) If Landlord suffers any damage to uncultivated portions of its Leased Premises as a direct result of Tenant's removal of the Facilities, Tenant shall re-grade, restore and reseed the Leased Premises, to the extent reasonably practicable, to its approximate condition existing immediately prior to Tenant causing such damage.

(g) Tenant shall be responsible for performing timely maintenance and repairs on the roadways located on the Leased Premises in order to keep the roadways passable for Landlord and Tenant. In the event the Landlord uses or allows any unrelated third parties to use the roadway for commercial purposes, other than limited recreational and related operations and purposes, Tenant shall be entitled to be reimbursed by Landlord or by any such third party for the cost of repairing any damage to the roadways caused by Landlord's use or the third party's use thereof, and should the third party fail to reimburse Tenant for such cost, Landlord agrees to reimburse Tenant for the cost of such repairs.

(h) To the extent commercially practicable, Tenant: (1) shall at all times maintain the its use of the Leased Premises and the Facilities in a neat, clean and presentable condition and conduct its operations on the Leased Premises in a workmanlike manner; (2) shall not damage or destroy the Leased Premises, except to the extent reasonably necessary for the continued operation of the Facility, (3) shall keep the Leased Premises clean and free of debris created by Tenant, its contractors or others brought onto the Leased Premises by Tenant, and (4) shall not use the Leased Premises for storage, except for materials, equipment and vehicles directly associated with the operation and maintenance of the Facility on the Leased Premises.

(i) Tenant shall use commercially reasonable standards to (1) avoid unreasonably disturbing areas of the Leased Premises that are adjacent to the Facility; and (2) minimize the impact of its operations on the Leased Premises so long as it reasonably determines

that it can achieve the same without limiting the implementation of the rights granted to it under this Lease.

14. ACCESS TO PREMISES.

14.1 Landlord Access. Landlord shall have the right to enter the Leased Premises, including the Facility for the purpose of inspecting the same, but in such manner as not to unreasonably interfere with the operation thereof. The foregoing shall not apply in the event of an emergency.

14.2 Operator Access. Operator, its agents, engineers, or other persons on its behalf, with their assistants, shall have the right at all times to enter the Leased Premises, including the Facility and all its works and parts thereof, in order to inspect, examine, survey or measure the same, in connection with any of Operator's obligations as "Operator" under the O&M Agreement, or for any other lawful purpose whatsoever.

15. OWNERSHIP OF FACILITY AND IMPROVEMENTS

15.1 Ownership of Facility and Improvements. The Facility and Improvements are and shall be the property of Tenant, subject to Section 15.2. The Parties agree that, even if the Facility and the Improvements are physically attached or affixed to or incorporated in or made part of the Leased Premises, such Facility and Improvements shall not be or become fixtures or otherwise part of the real property interests constituting the Leased Premises.

15.2 Removal of Facility and Improvements; Restoration of Premises.

(a) Within six (6) months following the end of the Term, unless Landlord exercises its Purchase Option, Tenant shall or shall cause a Third Party to (i) remove the Facility (including concrete footer pads) and the Improvements (including any supplies of chemical reagents or other chemicals owned by Tenant or otherwise brought or stored on the Leased Premises during the Term at the direction of or on behalf of Tenant), (ii) restore the Leased Premises to a grade consistent with the surrounding lands; (iii) remove or treat any Hazardous Materials introduced upon the Leased Premises by or on behalf of Tenant during the Term; and (iv) surrender possession of the Leased Premises to Landlord, free of the Facility, the Improvements, and all debris of Tenant (Tenant's obligations under this Section 15.2(a) are collectively referred to as the "Restoration Obligations").

(b) Tenant may, by notice to Landlord, elect to abandon all of the Facility, Improvements and all and any other equipment, materials or other personal property and fixtures located on the Leased Premises. Following such notice, and upon payment by Tenant to Landlord of an amount equal to \$100,000.00, title to and risk of loss of such personal property and fixtures shall pass to Landlord. Thereafter, Landlord shall assume responsibility for all of the Restoration Obligations and shall indemnify and hold Tenant harmless from all of the Restoration Obligations.

(c) For the sole purpose of this Section 15.2, Landlord grants to Tenant, on a non-exclusive basis, an easement over the Leased Premises as is reasonably necessary for Tenant to meet its Restoration Obligation hereunder.

16. RESERVED.**17. INDEMNIFICATION.**

17.1 Indemnities. Each Party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other Party and the other Party's officers, directors, employees, shareholders, members, managers, Affiliates, successors and assigns (collectively, "Indemnified Party") against losses, damages, claims, expenses, and liabilities that may be suffered or incurred by them (or any of them) resulting from, arising, directly or indirectly, out of or in connection with:

(a) Any operations or activities of the Indemnifying Party on the Leased Premises;

(b) Any property damage, bodily injury or death resulting from (i) any actions or omissions of an Indemnifying Party or its agents or Affiliates, (ii) any breach of or failure to carry out, perform, satisfy and discharge any covenant or warranty by an Indemnifying Party, (iii) the inaccuracy of any representation made by an Indemnifying Party in or pursuant to this Lease or (iv) any violation of a Legal Requirement by an Indemnifying Party; and

(c) Any contamination of the Leased Premises by Hazardous Materials caused or permitted by the Indemnifying Party or its predecessors in title.

17.2 Survival of Indemnification. This indemnification shall survive after the termination of this Lease until the expiration of an applicable statute of limitations.

18. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST REVENUES, LOST PROFITS (INCLUDING LOSS OF ANY SECTION 45 CREDIT) OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION, AT LAW OR IN EQUITY OR OTHERWISE, OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE JOINT, SOLE, CONCURRENT, COMPARATIVE OR CONTRIBUTORY FAULT OR NEGLIGENCE, FAULT IMPOSED BY LAW, STRICT LIABILITY, GROSS NEGLIGENCE, OR WILLFUL CONDUCT OF ANY PARTY, ITS OFFICERS, AGENTS AND/OR EMPLOYEES. The foregoing waiver shall not apply to either Party's obligations expressly set forth in this Lease to indemnify or defend the other Party for personal injury, bodily injury (including death), or property damage to third parties to the extent the damages recoverable by such third parties include payment of damages which may be consequential, indirect or incidental damages. This Section 18 shall survive any termination of this Lease.

19. ARBITRATION.

19.1 Dispute Resolution. All controversies, disputes or claims arising between the Parties in connection with, or with respect to, any provision of this Lease which has not been

resolved within twenty days after either Party has notified the other in writing of such controversy, dispute or claim, shall be submitted for arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Rules") or any successor thereof. Arbitration shall take place at an appointed time in New York, New York.

19.2 Selection of Arbitrators. Each Party shall select one (1) arbitrator (who shall not be counsel for such Party, but who shall be either an attorney or a business person familiar with the coal industry), and the two (2) so designated shall select a third arbitrator. If either Party shall fail to designate an arbitrator within seven (7) calendar days after arbitration is requested, or if the two (2) arbitrators shall fail to select a third arbitrator within 14 calendar days after arbitration is requested, then such arbitrator shall be selected by the American Arbitration Association or any successor thereto upon application of either Party. Judgment upon any award of the majority of arbitrators shall be binding and shall be entered in a court of competent jurisdiction. Subject to the provisions of this Lease, the award of the arbitrators may grant any relief that a court of general jurisdiction has authority to grant, including, without limitation, an award of damages and/or injunctive relief, and shall assess, in addition, the cost of the arbitration, including the reasonable fees of the arbitrator, reasonable attorneys' fees and costs of the prevailing Party, against the non-prevailing Party.

19.3 Temporary Injunctive Relief. Nothing herein contained shall bar the right of any of the Parties to seek and obtain preliminary or temporary injunctive relief from a court of competent jurisdiction in accordance with applicable law against threatened conduct that may cause loss or damage, pending completion of the arbitration, and the prevailing Party therein shall be entitled to an award of its reasonable attorneys' fees and costs.

20. ASSIGNMENT

20.1 Assignment by Tenant; Subleases. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed.

20.2 Assignment by Landlord.

Nothing herein shall be construed to be a limitation or prohibition of any type against Landlord's right or freedom to devise, convey, gift, assign, transfer and/or sell Landlord's title to the Leased Premises; provided, however, that any such conveyance shall be subject to this Lease. Landlord shall notify Tenant in writing of any sale, assignment or transfer of any of Landlord's interest in the Leased Premises, or any part thereof. Until Tenant receives such notice, Tenant shall have no duty to any successor owner of the Leased Premises, and Tenant shall not be in default under this Lease if it continues to make all payments to Landlord before Tenant receives such notice of sale, assignment or transfer. Landlord shall not sever, convey, assign, sell or otherwise transfer the Leased Premises' refined coal rights or interests separately from the Leased Premises' fee title. Landlord shall not convey, assign, or transfer or attempt to convey, assign or transfer this Lease or the rights to payments due to Landlord under this Lease except to a successor owner of the Leased Premises. In the event the foregoing prohibition on the transfer of refined coal rights and/or payments under this Lease is found, by a court of competent

jurisdiction, to be unenforceable, Tenant and Landlord agree that all payments due under this Lease shall be paid to the owner of the fee simple estate.

21. MISCELLANEOUS.

21.1 Amendment; Waiver. This Lease may be amended, modified or superseded only by a written instrument signed by each of the Parties to this Lease. No Party shall be deemed to have waived compliance by any other Party of any provision of this Lease unless such waiver is contained in a written instrument signed by the waiving Party, and no waiver that may be given by a Party will be applicable except in the specific instance for which it is given.

21.2 Entire Lease. This Lease embodies the entire agreement and understanding of the Parties related to the subject matter and supersedes all prior proposals, understandings, agreements, correspondence, arrangements and contemporaneous oral agreements relating to the subject matter of this Lease.

21.3 Governing Law. This Lease shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Utah, without giving effect to any conflict of law, rule or principle of such state.

21.4 Notices. All notices, requests, demands and other communications required or permitted to be given or made under this Lease shall be in writing and shall be deemed to have been delivered (a) on the date of personal delivery or transmission if sent by confirmed facsimile transmission or electronic mail transmission, (b) on the first business day following the date of delivery to a nationally recognized overnight courier service, or (c) on the third business day following the date of deposit in the United States mail postage prepaid, by registered or certified mail return receipt requested, in each case, addressed as follows, or to such other address or Person as a Party shall designate by notice to the other in accordance herewith:

If to Landlord:

Bowie Refined Coal, LLC
Attn: Steve Rickmeier
6100 Dutchmans Lane, Suite 900
Louisville, Kentucky 40205
Facsimile: (502) 587-6579
Email: rickmeiers@comcast.net

With copies to:

Fultz Maddox Hovious & Dickens, PLC
Attn: Brian S. Settles
101 South Fifth Street, Suite 2700
Louisville, Kentucky 40202
Facsimile: (502) 588-2020
Email: bsettles@fmdh.com

If to Tenant: BRC Wellington, LLC
c/o DB RC Investment II, LLC
Attn: Steve Rickmeier
6100 Dutchmans Lane, Suite 900
Louisville, Kentucky 40205
Facsimile: (502) 587-6579
Email: rickmeiers@comcast.net

With copies to: Deutsche Bank AG
Attn: Daniel Schoenberg
60 Wall Street
New York NY 10005
Facsimile: (917) 338-4029
Email: daniel.schoenberg@db.com

Mayer Brown LLP
Attn: Jeffrey G. Davis
1999 K Street, NW
Washington, DC 20006
Facsimile: (202) 263-5373
Email: jeffrey.davis@mayerbrown.com

21.5 Severability. If any term or provision of this Lease or the application thereof to any Person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to Persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by Legal Requirements.

21.6 Relationship of Parties. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the Parties hereto.

21.7 Memorandum of Lease. The Parties hereto mutually agree, upon the written request of either one to the other, to execute a Memorandum of Lease in recordable form for filing and recording in the office of the Carbon County Recorder's Office, which memorandum of lease shall contain the provisions hereof with respect to the Parties, the description of the Leased Premises, the use thereof, and the Term, and shall incorporate the balance of this Lease by reference; and such memorandum of Lease is by this reference made a part hereof.

21.8 Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Lease and all of which, when taken together, shall be deemed to constitute one and the same agreement. Executed versions of this Lease may be delivered by the Parties via facsimile or email, either or both of which shall constitute delivery of an original.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the Parties have entered into this Lease as of the date first written above.

BOWIE REFINED COAL, LLC

By: 

Name: Steve Rickmeier

Title: Manager

("Landlord")

BRC WELLINGTON, LLC

By: DB RC Investments II, LLC, its sole member

By: _____

Name: _____

Title: _____

("Tenant")

IN WITNESS WHEREOF, the Parties have entered into this Lease as of the date first written above.

BOWIE REFINED COAL, LLC

By: _____

Name: Steve Rickmeier

Title: Manager

("Landlord")

BRC WELLINGTON, LLC

By: **DB RC Investments II, LLC, its sole member**

By:  _____

Name: John DeRosa

Title: Authorized Signatory

("Tenant")

~~COVOL Engineered Fuels, LCBRC Wellington LLC~~
Dry-Coal Cleaning Facility

Permit Application
Revised ~~March~~ July September 2013

APPENDIX 1-5

Affidavit of Publication of
Administrative Completeness

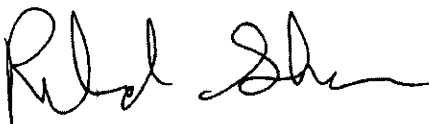
AFFIDAVIT OF PUBLICATION

STATE OF UTAH)

SS.

County of Carbon,)

I, Richard Shaw, on oath, say that I am the Publisher of the Sun Advocate, a twice-weekly newspaper of general circulation, published at Price, State of Utah a true copy of which is hereto attached, was published in the full issue of such newspaper for 4 (Four) consecutive issues, and on the Utah legals.com website, the first publication was on the 1st day of August, 2013, and that the last publication of such notice was in the issue of such newspaper dated the 22nd day of August 2013.



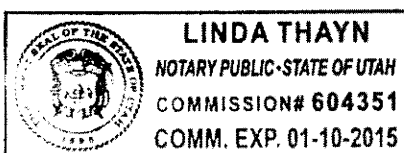
Richard Shaw – Publisher

Subscribed and sworn to before me this
22nd day of August, 2013.



Notary Public My commission expires
January 10, 2015 Residing at Price, Utah

Publication fee, \$ 235.20



NOTICE OF PERMIT TRANSFER

BRC Wellington LLC, 6100 Dutchmans Lane, Suite 900, Louisville, Kentucky 40205, has submitted to the Utah Division of Oil, Gas & Mining a request to transfer coal mining permit C/007/0045 from Headwaters Energy Services to BRC Wellington LLC. The facility was originally permitted on August 31, 2009 to conduct coal cleaning operations at its Wellington, Utah site located in an industrial area on Ridge Road in Carbon County approximately 2 miles southwest of Wellington. The permit area, found on the USGS Price, Utah quadrangle map, is located in SW¼ NE¼ Section 14, Township 15 South, Range 10 East, SLBM.

Written comments, objections, or a request for an informal conference should be directed to the Utah Division of Oil, Gas & Mining, PO Box 145801, Salt Lake City, Utah 84114-5801. Copies of the transfer request and current mining and reclamation plan are available for public inspection at the offices of the Utah Division of Oil, Gas & Mining (Headquarters Office: 1594 West North Temple, Suite 1210, Salt Lake City, Utah 84116; Phone 801-538-5265; Price Field Office: 319 N. Carbonville Rd. #C, Price, Utah 84501, Phone 435-613-3737).

Published in the Sun Advocate August 1, 8, 15 and 22, 2013.

~~COVOL Engineered Fuels, LCBRC Wellington LLC~~
Dry-Coal Cleaning Facility

Permit Application
~~July 2009~~July 2013

APPENDIX 8-2

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

BOWIE-2

OP ID: BH

DATE (MM/DD/YYYY)

09/19/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Central Insurance Services 4630 Taylorsville Rd Louisville, KY 40220 Robert P. Wessel, Jr. CPCU	502-493-2370	CONTACT NAME:	
	502-493-2320	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Federal Insurance Company	20281
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
Bowie Refined Coal, LLC
Jim Wolff
6100 Dutchmans Ln Ste 902
Louisville, KY 40205

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			3588-98-32CHI	02/05/13	02/05/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Emp/Ben ded of \$1						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						Emp Ben. \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Verification of General Liability Coverage for mining operation at Wellington, Utah (Permit C\007\0045)

CERTIFICATE HOLDER

UTAHDEV

Utah Dept of Natural Resources
Division of Oil Gas and Mining
1694 W. North Temple
Suite 1210
Salt Lake City, UT 84114-5801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert P. Wessel, Jr. CPCU

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